

1. **PARTIES**

The Montana Department of Corrections (CORRECTIONS) and the **Montana Department of Public Health and Human Services (DPHHS)** enter into this Agreement (10-002-YSD). The parties name, address, and telephone number are as follows:

Montana Department of Corrections
Youth Services Division
1539 11th Avenue
PO Box 201301
Helena, Montana 59620-1301
(406) 444-3930

***DPHHS-Addictive & Mental Disorders
Division
555 Fuller Avenue
PO Box 202905
Helena, MT 59620-2905
(406) 444-4928***

This contract replaces Contract #08-008-YSD in its entirety, effective upon receipt of all signatures.

CORRECTIONS AND DPHHS, AS PARTIES TO THIS AGREEMENT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. **DUTIES/RESPONSIBILITIES OF THE PARTIES**

The purpose of this agreement is to provide CORRECTIONS with community based, chemical dependency counseling for the Re-entry Target Population youth under CORRECTIONS supervision and housed at the Great Falls Youth Transition Center (Center).

A. DPHHS agrees to:

1. Provide chemical dependency evaluations, counseling, and educational services to youth housed at the Center who are identified by CORRECTIONS as appropriate for services. DPHHS will provide these services through subcontractors and will coordinate delivery of said services and payment to subcontractors.
2. Arrange for group and individual counseling sessions at a practitioner's office, on behalf of CORRECTIONS.
3. Designate the Bureau Chief of the Chemical Dependency Bureau (CDB) as the liaison between CORRECTIONS and DPHHS for Chemical Dependency Counseling services.
4. Ensure that the contracted service providers adhere to federal and state rules and laws on confidentiality, including the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR.
5. Ensure that contract service providers meet a 2-year experience requirement as set forth by the Substance Abuse and Mental Health Services Administration (SAMHSA) and are appropriately licensed, accredited, and certified in their designated profession.

6. Establish billing procedure, including forms for payment of services rendered to youth served in this Agreement.
7. Ensure that chemical dependency representatives participate in community re-entry teams and periodic staffing for youth being served.
8. Report required data to the Department of Corrections, Youth Services Division quarterly, by January 10, April 10, July 10, and October 10 of each fiscal year. Reports will include:
 - a. Number of youth served individually.
 - b. Number of youth served in groups.
9. Maintain accurate records memorializing the Center youth served and services provided.

B. CORRECTIONS agrees to:

1. Provide reporting requirements necessary for the performance of this agreement.
2. Provide appropriate notice to provider staff of scheduled community re-entry team meetings and continuing periodic team meetings.

3. COMPENSATION/BILLING

CORRECTIONS shall compensate DPHHS for successful delivery of services provided, pursuant to Section 2, in the following manner:

- A. CORRECTIONS shall pay DPHHS **\$4,350.00 per month**, not to exceed **\$52,200.00** (fifty-two thousand two hundred and 00/100 Dollars) during the contract period, for the services described in Section 2 above.
- B. CORRECTIONS agrees to pay DPHHS within 30 days following receipt of a correct invoice.
- C. CORRECTIONS may withhold payments to DPHHS if DPHHS has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. TIME OF PERFORMANCE

This Agreement shall take effect on July 1, 2009 and shall remain in effect for one year or until terminated by either party, whichever comes first.

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed

5. LIAISON AND NOTICE

- A. Karen Duncan, Bureau Chief (444-4390), 1539 11th Avenue, Helena MT 59620 or successor serves as CORRECTIONS liaison.
- B. Joan Cassidy, Bureau Chief (444-6981), 555 Fuller Avenue, Helena MT 59620 or successor serves as DPHHS liaison.
- C. All notices and invoices required in this Agreement shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

6. ACCESS AND RETENTION OF RECORDS

- A. The parties are required to maintain reasonable records of performance of duties pursuant to this Agreement.
- B. The parties agree to provide the other party, the Legislative Auditor, or their authorized agent with access to records concerning this Agreement.
- C. The parties agree to create and retain all records supporting the services rendered for a period of three years after completion of this Agreement or the conclusion of any claim, litigation, or exception relating to this Agreement taken by the State of Montana or a third party.

7. AMENDMENTS

All amendments to this Agreement shall be in writing and signed by the parties.

8. TERMINATION

This Agreement may be terminated with 30 days written notice from either party to the other.

9. INTEGRATION

This Agreement contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Agreement, shall be binding or valid. This Agreement shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Agreement.

10. NON-WAIVER

The waiver of failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.

IN WITNESS THEREOF, the parties have entered into and executed this Agreement:

SIGNATURES

CORRECTIONS

Steve Gibson by Karen Duncan
Steve Gibson, Administrator
Youth Services Division

July 8, 2009
Date

PUBLIC HEALTH AND HUMAN SERVICES

Lou Thompson
Joyce DeCunzio, Administrator
Addictive & Mental Disorders Division
Lou Thompson

7-13-2009
Date

Approved for Legal Content by:

Diana L. Koch
Legal Counsel
Department of Corrections

7/8/09
Date